

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

LARRY L. CARRUTH

PLAINTIFF

v.

Civil Action No.: 3:14cv507WHB-RHW

**JVT ADVISORS, MORPHOTRUST USA, INC.,
and ALBERT EARL SANTA CRUZ
in his individual capacity**

DEFENDANTS

ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW, Defendant MorphoTrust USA, Inc. (“MorphoTrust”) by and through counsel of record, and files this Answer and Affirmative Defenses to Larry L.Carruth’s (“Plaintiff”) First Amended Complaint, as follows:

FIRST DEFENSE

Plaintiff’s First Amended Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

MorphoTrust pleads all applicable statutes of limitation.

THIRD DEFENSE

The alleged deprivations of Plaintiff’s constitutional rights did not occur through, nor were they caused by, an established policy or custom of MorphoTrust.

FOURTH DEFENSE

MorphoTrust is not a state entity and was not acting under color of state law. Therefore, MorphoTrust is not liable for Plaintiff’s claims alleging damages arising from state action.

FIFTH DEFENSE

Plaintiff is not entitled to recover punitive damages from MorphoTrust due to MorphoTrust's good faith compliance with applicable law.

SIXTH DEFENSE

MorphoTrust asserts the right to rely upon any after-acquired evidence of Plaintiff's misconduct to mitigate any damages.

SEVENTH DEFENSE

MorphoTrust reserves the right to assert further affirmative defenses as they become evident through discovery or further investigation.

ANSWER

Without waiving any of the foregoing affirmative defenses, MorphoTrust USA, Inc. makes the following responses to each numbered paragraph of Plaintiff's First Amended Complaint:

1. Defendant MorphoTrust lacks sufficient information to admit or deny the information contained in Paragraph 1 of Plaintiff's First Amended Complaint.
2. Defendant MorphoTrust contained lacks sufficient information to admit or deny the information in Paragraph 2 of Plaintiff's First Amended Complaint,
3. MorphoTrust USA, LLC is a Delaware limited liability company.
4. Defendant admits that Albert Earl Santa Cruz is the Commissioner of the Mississippi Department of Public Safety but has no knowledge of the remaining information contained in Paragraph 4 of Plaintiff's First Amended Complaint.

JURISDICTION AND VENUE

5. Defendant MorphoTrust admits that cases brought under federal law are properly filed in federal court. Defendant Morphtrust denies that Plaintiff has properly alleged a federal cause of action.

6. Defendant MorphoTrust admits that the events giving rise to Plaintiff's claims occurred, at least in part, in this District.

STATEMENT OF FACTS

7. Defendant MorphoTrust is without information sufficient to admit or deny the allegations contained in Paragraph 7 of Plaintiff's First Amended Complaint.

8. Defendant MorphoTrust admits that Plaintiff was hired as a contractor through JVT Advisors in September 2013. Defendant MorphoTrust denies the remaining allegations contained in Paragraph 8.

9. Defendant MorphoTrust denies the allegations contained in Paragraph 9 of Plaintiff's First Amended Complaint.

10. Defendant MorphoTrust admits the first sentence of Paragraph 10 but denies that the meeting occurred on November 11, 2012. Defendant Morphtrust admits the second sentence of Paragraph 10. Defendant MorphoTrust is without information sufficient to admit or deny the allegations contained in the third sentence of Paragraph 10. Defendant MorphoTrust admits the allegations of the fourth sentence of Paragraph 10 but denies that Plaintiff was introduced as "the person" who would be gathering information on the project.

11. Defendant MorphoTrust admits the allegations contained in Paragraph 11 of Plaintiff's First Amended Complaint.

12. Defendant MorphoTrust is without information sufficient to admit or deny the

allegations contained in Paragraph 12 of Plaintiff's First Amended Complaint.

13. Defendant MorphoTrust admits the allegations in the first sentence of Paragraph 13 but is uncertain as to the exact date of the communication described therein. Defendant MorphoTrust admits the allegations contained in the second sentence of Paragraph 13. Defendant MorphoTrust is without information sufficient to admit or deny the allegations contained in the third sentence of Paragraph 13. Defendant MorphoTrust is without information sufficient to admit or deny the allegations contained in the fourth sentence of Paragraph 13.

14. Defendant MorphoTrust admits the allegations contained in the first sentence of Paragraph 14. Defendant MorphoTrust denies the allegations contained in the second sentence of Paragraph 14. Defendant MorphoTrust admits that Roberts advised Plaintiff to have limited conversations with others, including his wife, regarding his job status. Defendant MorphoTrust denies that Roberts instructed Plaintiff "to have limited conversations with his wife...." Defendant MorphoTrust admits the allegations contained in sentence four of Paragraph 14. Defendant MorphoTrust denies the final sentence of Paragraph 14.

15. Defendant MorphoTrust denies the allegations contained in Paragraph 15 of Plaintiff's First Amended Complaint.

16. Defendant MorphoTrust admits that Roberts instructed Plaintiff to contact Bob Crowley in Human Resources regarding the possibility of permanent employment. Defendant MorphoTrust admits that it ceased using Plaintiff's contract services on June 28, 2013. Defendant MorphoTrust denies the remaining allegations in Paragraph 16.

CAUSES OF ACTION

17. Defendant MorphoTrust repeats its answers and Affirmative Defenses set forth above.

18. Defendant MorphoTrust denies the allegations contained in Paragraph 18 of Plaintiff's First Amended Complaint.

COUNT TWO: CONSPIRACY

19. Defendant MorphoTrust denies the allegations contained in Paragraph 19 of Plaintiff's First Amended Complaint.

20. Defendant MorphoTrust denies the allegations and legal conclusions contained in Paragraph 20 of Plaintiff's First Amended Complaint.

**COUNT THREE: TORTUOUS INTERFERENC WITH BUSINESS
AND/OR CONTRACTUAL RELATIONS**

21. Defendant MorphoTrust repeats all answers and Affirmative Defenses set forth above.

22. Defendant MorphoTrust denies the allegations and legal conclusions contained in Paragraph 22 of Plaintiff's First Amended Complaint.

23. Defendant MorphoTrust denies the allegations and legal conclusions contained in Paragraph 23 of Plaintiff's First Amended Complaint.

24. Defendant MorphoTrust denies the allegations and legal conclusions contained in Paragraph 24 of Plaintiff's First Amended Complaint.

RELIEF REQUESTED

29. Defendant MorphoTrust denies the unnumbered paragraph beginning "Wherefore premises considered," including subparagraphs 1 through 7 thereunder, and expressly denies that Plaintiff is entitled to any relief whatsoever.

WHEREFORE, PREMISES CONSIDERED, having answered the allegations contained in the First Amended Complaint filed against it and having set forth its affirmative defenses herein, MorphoTrust USA, Inc. denies that it is liable to Plaintiff or anyone else for any

damages or relief whatsoever and respectfully request the First Amended Complaint filed against these Defendants be dismissed, with prejudice.

Respectfully submitted,

s/ Cliff Johnson

J. Cliff Johnson II (MSB #9383)

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CERTIFICATE OF SERVICE

I, the undersigned counsel for Defendant MorphoTrust USA, Inc., hereby certify that I have this day caused the foregoing Answer and Affirmative Defenses to be electronically filed with the Clerk of this Court, and thereby to be served electronically on the following:

This the 29th day of September, 2014.

s/ Cliff Johnson

Cliff Johnson